



# ST. JOHN

## THE BAPTIST PARISH

1811 W. Airline Highway  
LaPlace, LA 70068  
(985) 652-9569



ST JOHN THE BAPTIST PARISH  
ELIANA DEFRAFRANCESCH Clerk of Court  
I certify that this is a true copy of the  
original filing that was recorded on:  
01/19/2022 10:47AM  
386084-MO

Deputy Clerk

*Elidia Defrancesch #82951*

### PROFESSIONAL SERVICES AGREEMENT

BETWEEN

ST JOHN THE BAPTIST PARISH

AND

EVANS-GRAVES ENGINEERS, INC.

FOR

**CAMBRIDGE #2, CAMBRIDGE #3 AND NED DUHE LIFT STATION REHABILITATION**

**WHEREAS**, the St. John the Baptist Parish Council approved a Resolution to grant Administration authorization to enter into a Professional Services Agreement for the Cambridge #2, Cambridge #3 and Ned Duhe Lift Station Rehabilitation Project with **Evans-Graves Engineers, Incorporated**, at the December 28, 2021 meeting.

**NOW THEREFORE**, in consideration of the desires and responsibilities of the parties, herein, St. John the Baptist Parish Council hereby desires to enter into a Professional Services Agreement for the Cambridge #2, Cambridge #3 and Ned Duhe Lift Station Rehabilitation Project Services.

This **Agreement** is made and entered into on this 28<sup>th</sup> day of December, 2021 between **St. John the Baptist Parish Council**, (hereinafter referred to as "**PARISH**"), represented by Jaclyn Hotard, Parish President, and **Evans-Graves Engineers, Inc.**, 909 Poydras Street, Suite 3050, New Orleans, LA 70112, Phone: (504) 836-8190 represented by Ashlyn Graves, (hereinafter referred to as "**ENGINEER**") do hereby enter into this "**Agreement**" under the following terms and conditions.

### SCOPE OF SERVICES

The services to be performed by **ENGINEER** for Parish under this **Agreement** ("Services") are set out in **Exhibit A (Statement of Work)**, incorporated herein by reference. The Services are to be performed in support of the project identified in **Exhibit A: Statement of Work**.

### TERM OF AGREEMENT

The work required to complete all tasks shall automatically terminate upon satisfactory completion of all services and obligations described herein, unless extended by **Amendment**.

### AMENDMENT

This **Agreement** may be amended by written consent, executed by both Parties and subject to approval by St. John the Baptist Parish Council.

Evans-Graves Engineers, Inc.

Cambridge #2 and #3 and Ned Duhe Lift Station Rehabilitation Project Services Page 1 of 22

#### **PAYMENT TERMS**

In consideration of the services described above, **Parish** hereby agrees to provide compensation to the **ENGINEER** in accordance with its fee schedule listed in **Exhibit B: Price Schedule**.

All payments must be approved by the **Director of Utilities**, hereinafter called the **DIRECTOR** and all deliverables, etc. shall be submitted to him and all approval and administration of this **Agreement** shall be through him.

#### **INSURANCE**

**ENGINEER** shall meet or exceed the Parish's Insurance Requirements as listed in **Exhibit C: Insurance Requirements**.

#### **MONITORING PLAN**

This **Agreement** shall be administered and monitored by the **Director or Designee** as plans are developed. The monitoring plan will include a review of the services delineated in **Exhibit A: Statement of Work** to ensure completion, a review of invoices for accuracy prior to reimbursement of services, etc. The **ENGINEER** shall submit a monthly summary of activities in accordance **Exhibit B: Price Schedule**.

#### **TAXES**

**ENGINEER** hereby agrees that the responsibility for payment of taxes from the funds thus received under this **Agreement** and/or legislative appropriation shall be **ENGINEER's** obligation. **ENGINEER** is required to provide a completed W-9 form prior to commencement of work.

#### **OWNERSHIP**

All records, reports, documents, and other material delivered or transmitted to **ENGINEER** by **Parish** shall remain the property of **Parish**, and shall be returned by **ENGINEER** to **Parish**, at **ENGINEER's** expense, at termination or expiration of this **Agreement**. Copies of all records, reports, documents, or other material related to this **Agreement** and/or obtained or prepared by **ENGINEER** in connection with the performance of the services in which **Agreement** fees have been paid for herein shall become the property of **Parish**, and shall, upon request, be returned by **ENGINEER** to **Parish**, at **ENGINEER's** expense, at termination or expiration of this **Agreement**.

#### **NON-ASSIGNABILITY**

**ENGINEER** shall not assign any interest in this **Agreement** by assignment, transfer, or novation, without prior written consent of **PARISH**. This provision shall not be construed to prohibit the **ENGINEER** from assigning its bank, trust company, or other financial institution any money due or to become due from approved **Agreements** without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to **PARISH**.

#### **AUDITORS**

It is hereby agreed that **PARISH** shall have the option of auditing all accounts of **ENGINEER** which relate to this **Agreement**.

Evans-Graves Engineers, Inc.

Cambridge #2 and #3 and Ned Duhe Lift Station Rehabilitation Project Services Page 2 of 22



#### **NOTICE TO PROCEED**

The **DIRECTOR or Designee** shall notify the **ENGINEER** in writing to undertake the services stated in **Exhibit A: Statement of Work**, and the **ENGINEER** shall commence the services within ten (10) days after receipt of such notification.

#### **INDEMNITY**

To the fullest extent permitted by law, **ENGINEER** shall indemnify and hold harmless the **PARISH** and all of its Agents and Employees, from and against all damages, losses and expenses, including but not limited to attorney's fees (when considered damages recoverable by law), arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of **ENGINEER**.

#### **GENERAL CONDITIONS**

The professional and technical adequacy and accuracy of documents, and other work products furnished under this **Agreement** will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession. It is understood and agreed by the parties hereto that the **ENGINEER** is entering into this **Agreement** in the capacity of an independent **ENGINEER**.

While in the performance of services or carrying out other obligations under this **Agreement**, the **ENGINEER** shall be acting in the capacity of independent **ENGINEERS** and not as employees of St. John the Baptist Parish. The **PARISH** shall not be obliged to any person, **ENGINEER** or corporation for any obligations of the **ENGINEER** arising from the performance of their services under this **Agreement**.

This **Agreement** shall be binding upon the successors and assigns for the parties hereto. This **Agreement** being for the personal services of the **ENGINEER**, shall not be assigned or subcontracted in whole or in part by the **ENGINEER** as to the services to be performed hereunder without the written consent of the **PARISH**.

#### **SEVERABILITY CLAUSE**

If any one or more of the provisions contained in this **Agreement** shall, for any reasons, be held to be invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality, or unenforceability shall not affect any other provisions of this **Agreement**, and in such an event, this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

#### **VENUE**

This **Agreement** shall be governed by the laws of the State of Louisiana. Proper venue for any lawsuit arising under the terms of this **Agreement** shall be the Fortieth Judicial District Court, St. John the Baptist Parish and any appropriate Appellate therefrom. **ENGINEER** hereby agrees and consents to personal and/or *in rem* jurisdiction of the trial and appropriate Appellate courts.

## NOTICES

All notices or demands required to be given, pursuant to the terms of this **Agreement**, shall be in writing and sent to the other party via United States certified mail, postage prepaid and signature required. Seven (7) calendar days written notice of change of address shall be sent to the other party by the manner stated above.

If to Parish:	If to Engineer:
ATTN: Jaclyn Hotard St. John the Baptist Parish 1811 W. Airline Hwy. LaPlace, Louisiana 70068	ATTN: Ashlyn Graves Evans-Graves Engineers, Inc. 909 Poydras St., Suite 3050 New Orleans, Louisiana 70112

## DISCRIMINATION CLAUSE

The **ENGINEER** agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and **ENGINEER** agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

### Termination for Cause

Should the **PARISH** determine that the **ENGINEER** has failed to comply with the **Agreement's** terms, the **PARISH** may terminate the **Agreement** for cause by giving the **ENGINEER** written notice specifying the **ENGINEER's** failure. If the **PARISH** determines that the failure is not correctable, then the **Agreement** shall terminate on the date specified in such notice. If the **PARISH** determines that the failure may be corrected, the **PARISH** shall give a deadline for the **ENGINEER** to make the correction. If the **PARISH** determines that the failure is not corrected by the deadline, then the **PARISH** may give additional time for the **ENGINEER** to make the corrections or the **PARISH** may notify the **ENGINEER** of the **Agreement** termination date.

### Termination for Convenience

Either Party may terminate the **Agreement** at any time without penalty by giving thirty (30) days written notice to the other Party of such termination or negotiating with the Parties regarding a termination date. **ENGINEER** shall be entitled to payment for deliverables in progress, to the extent that the work is acceptable.

**Agreement** Provisions Applicable to Projects Fully or Partially Funded by the FEMA Public Assistance Program (Note: All such terms are also applicable to all appropriate subcontractors):



- a. **Equal Employment Opportunity** — Except as otherwise provided under 41 CFR Part 60, the **ENGINEER** and Subcontractors must comply with 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 CFR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

During the performance of this contract, the Contractor agrees as follows:

(1) The **ENGINEER** will not discriminate against any employee or Owner for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The **ENGINEER** will take affirmative action to ensure that Owners are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **ENGINEER** agrees to post in conspicuous places, available to employees and Owners for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The **ENGINEER** will, in all solicitations or advertisements for employees placed by or on behalf of the **ENGINEER**, state that all qualified Owners will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The **ENGINEER** will not discharge or in any other manner discriminate against any employee or Owner for employment because such employee or Owner has inquired about, discussed, or disclosed the compensation of the employee or Owner or another employee or Owner. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or Owners as a part of such employee's essential job functions discloses the compensation of such other employees or Owners to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The **ENGINEER** will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the **ENGINEER's** commitments under this section, and shall post copies of the notice in conspicuous places available to employees and Owners for employment.

(5) The **ENGINEER** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The **ENGINEER** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the **ENGINEER's** noncompliance with the nondiscrimination clauses of this **Agreement** or with any of the said rules, regulations, or orders, this **Agreement** may be canceled, terminated, or suspended in whole or in part and the **ENGINEER** may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The **ENGINEER** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **ENGINEER** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event an **ENGINEER** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the **ENGINEER** may request the United States to enter into such litigation to protect the interests of the United States.



The **PARISH** further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the **PARISH** so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the **Agreement**.

The **PARISH** agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of **Contractors** and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The **PARISH** further agrees that it will refrain from entering into any **Agreement** or **Agreement** modification subject to Executive Order 11246 of September 24, 1965, with an **ENGINEER** debarred from, or who has not demonstrated eligibility for, Government **Agreements** and federally assisted construction **Agreements** pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the **PARISH** agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (**Agreement**, loan, insurance, guarantee); refrain from extending any further assistance to the **PARISH** under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such **PARISH**; and refer the case to the Department of Justice for appropriate legal proceedings.

- b. Agreement Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)* —Where applicable, all **Agreements** and subcontracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

Compliance with the **Agreement** Work Hours and Safety Standards Act:

- (1) Overtime requirements. No **ENGINEER** or subcontractor contracting for any part of the **Agreement** work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she

is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the **ENGINEER** and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such **ENGINEER** and subcontractor shall be liable to the United States (in the case of work done under **Agreement** for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. FEMA or the State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the **ENGINEER** or subcontractor under any such **Agreement** or any other Federal **Agreement** with the same prime **ENGINEER**, or any other federally-assisted **Agreement** subject to the **Agreement** Work Hours and Safety Standards Act, which is held by the same prime **ENGINEER**, such sums as may be determined to be necessary to satisfy any liabilities of such **ENGINEER** or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The **ENGINEER** shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The **ENGINEER** shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

*c. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended***

If the **Agreement** and Subcontracts are in excess of \$150,000, the **ENGINEER** and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42U.S.C. 7401-7671) and the Federal Water Pollution Control Act as amended (33U.S.C. 1251-1387). Violations shall be reported to **PARISH** and the Federal awarding agency and the Regional Office of the Environmental Protection Agency ("EPA").



#### Clean Air Act

1. The **ENGINEER** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The **ENGINEER** agrees to report each violation to the **PARISH** and understands and agrees that the **PARISH** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The **ENGINEER** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act

1. The **ENGINEER** agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The **ENGINEER** agrees to report each violation to the **PARISH** and understands and agrees that the **PARISH** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The **ENGINEER** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### *d. Debarment and Suspension (Executive Orders 12549 and 12689)*

A **Agreement** award (see 2 C.F.R. § 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(1) This **Agreement** is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the **ENGINEER** is required to verify that none of the **ENGINEER's** principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The **ENGINEER** must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the **PARISH**. If it is later determined that the **ENGINEER** did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the **PARISH**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The **ENGINEER** agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any **Agreement** that may arise from this offer. The **ENGINEER** further agrees to include a provision requiring such compliance in its lower tier covered transactions.

*e. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*

**ENGINEERS** who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal **Agreement**, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**ENGINEER must complete Certification.**

*f. Procurement of Recovered Materials*

- i. In the performance of this **Agreement**, the **ENGINEER** shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
  - a) Competitively within a timeframe providing for compliance with the **Agreement** performance schedule;
  - b) Meeting **Agreement** performance requirements; or
  - c) At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site,



<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- iii. The **ENGINEER** also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

***g. Access to Records***

The following access to records requirements applies to this **Agreement**:

(1) The **ENGINEER** agrees to provide the State, **PARISH**, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the **ENGINEER** which are directly pertinent to this **Agreement** for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The **ENGINEER** agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The **ENGINEER** agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the **Agreement**.

(4) In compliance with the Disaster Recovery Act of 2018, the (write in name of the non-federal entity) and the **ENGINEER** acknowledge and agree that no language in this **Agreement** is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

***h. DHS Seal, Logo, and Flags***

The **ENGINEER** or its subcontractors shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

***i. Compliance with Federal Law, Regulations, and Executive Orders***

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the **Agreement**. The **ENGINEER** will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

***j. No Obligation by Federal Government***

The Federal Government is not a party to this **Agreement** and is not subject to any

obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the **Agreement**.

***k. Program Fraud and False or Fraudulent Statements or Related Acts***

The **ENGINEER** acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the **ENGINEER's** actions pertaining to this **Agreement**.

***l. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.***

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain;
- 2) Extend or renew an **Agreement** to procure or obtain; or
- 3) Enter into an **Agreement** (or extend or renew an **Agreement**) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is



reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also § 200.471.

*m. §200.322 Domestic preferences for procurements.*

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all **Agreements** and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**SIGNATURES ON FOLLOWING PAGE**

**THUS DONE AND SIGNED AT** LaPlace, Louisiana on the day, month and year first written on page one of this document.


**WITNESS:**

  
SIGNATURE

Deshanda Firmin

PRINT NAME

**WITNESS:**


  
SIGNATURE

Elsie Howder

PRINT NAME

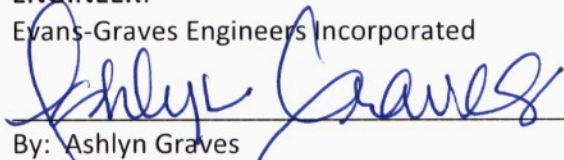
**PARISH:**

ST. JOHN THE BAPTIST PARISH

  
By: Jaclyn Hotard  
Parish President

**ENGINEER:**

Evans-Graves Engineers Incorporated

  
By: Ashlyn Graves  
President



**Exhibit A**  
**Statement of Work**

**SERVICES**

The **ENGINEER** shall provide all services listed in the statement of work required to complete the project including the necessary services described herein or usually implied as a prerequisite for performance of the services whether or not specifically mentioned in this **Agreement**, including attendance by the **ENGINEER** at project meetings.

**PROJECT DESCRIPTION**

The proposed project includes rehabilitating the Cambridge #2, Cambridge #3 and Ned Duhe Lift Stations.

**TASK 1 – Topographic Survey**

1. Coordinate and conduct a detailed topographic survey of the existing Cambridge #2, Cambridge #3 and Ned Duhe lift stations so that the survey can be used to develop engineering design plans and specifications for the project.
2. Plot information obtained from survey on proper plan.

**TASK 2 – Cambridge #2, Cambridge #3 and Ned Duhe Lift Station Rehabilitations:**

1. Preliminary Design Phase:
  - a. Prepare preliminary engineering plans that demonstrate the concept and layout.
  - b. Preliminary submittal shall be a 65% submittal.
  - c. The preliminary design submittal will include all sheets necessary to depict the major elements of work and a set of preliminary technical specifications.
  - d. Prepare a preliminary construction cost estimate outlining all expected items of work and current unit prices for these items.
  - e. A technical review meeting will be held at the preliminary design phase following review of the preliminary submittal by St. John Parish.
  - f. Comments from the technical review meeting will be incorporated into the final design phase.
2. Final Design Phase:
  - a. Prepare final plans and specifications and opinion of probable construction cost.
  - b. Submittals will include a 95% and 100% submittal.
  - c. The 95% design submittal will include all sheets and technical specifications. An updated opinion of probable construction cost will be provided.
  - d. A technical review meeting will be held at the 95% design phase following review of the 95% submittal by St. John Parish.
  - e. Comments from the technical review meeting will be incorporated into the 100% final

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design.

- f. The 100% final design will include plans and specifications signed and stamped by a professional **ENGINEER** along with a final opinion of probable construction cost.

3. Bidding Phase:

- a. Assist in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, and receive and process Contractor deposits or charges for the bidding documents.
- b. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
- c. Provide information or assistance needed in the course of any negotiations with prospective Contractors.
- d. Consult as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective Contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
- e. The **ENGINEER** shall evaluate and determine the acceptability of "or equal" and substitute materials and equipment proposed by bidders.
- f. Attend the Bid opening, prepare Bid tabulation sheets, and assist in evaluating Bids or proposals and in assembling and awarding **Agreements** for the Work.

4. Construction and Record Drawings Phase:

- a. Prepare formal **Agreement** documents for the execution of the construction **Agreement**.
- b. Provide a competent Project Engineer and such assistants as may be required to administer the construction **Agreement** and to observe and inspect the materials and construction procedures at the site of the work as it progresses. This shall not include the furnishing of inspection services but shall include periodic job visits as are necessary.
- c. The **ENGINEER** is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, except as may be expressly indicated in the Plans and Specifications prepared by the **ENGINEER**.
- d. Coordinate with **PARISHs** of utilities for relocation of their facilities to clear the site for construction.
- e. Require and review tests of materials necessary for the project.
- f. Determine **Agreement** pay quantities, including necessary materials checking.
- g. Verify and approve Contractor's pay requests and submit same to Director or Designee.
- h. Prepare progress reports for the Director or Designee.
- i. Prepare detailed drawings and samples as necessary to supplement the construction drawings.
- j. Review shop drawings and samples for conformance with the design concept of the project and for compliance with the result required in the **Agreement** documents.
- k. Perform final inspection and make a recommendation for acceptance.



- l. Verify and approve Testing Laboratory pay estimates and submit same to Director or Designee.
- m. Prepare all necessary documentation required for construction change orders.
- n. Prepare written recommendation for all required changes to plans and specifications during construction.
- o. Attend progress meetings and other meetings as necessary to discuss issues associated with the project.
- p. The **ENGINEER** shall furnish reproducible tracings of "Record" drawings, based on information provided by the Contractor, on CD in both ACAD and PDF formats. The **ENGINEER** shall also furnish three full size bond copies of "Record" drawings.

5. Resident Project Representative:

- a. Assign personnel acceptable to the Director or Designee.
- b. Assist Engineer in observing progress and quality of the work.
- c. RPR is Engineer's representative at the site.
- d. Attend meetings with Contractor, such as preconstruction conference, progress meetings, job conferences and other project-related meetings.
- e. Report to Engineer when clarifications and interpretations of the **Agreement** Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
- f. Conduct on site observations of Contractor's work in progress to assist Engineer in determining if the work is in general accordance with the **Agreement** documents.
- g. Maintain at the site orderly files for correspondence, reports of job conferences, reproductions of original **Agreement** documents including all change orders, field orders, work change directives, addenda, additional drawings issued, progress reports, shop drawing and sample submittals received on other project related documents.
- h. Prepare a daily report recording the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, site visitors, daily activities, decisions, observations in general.
- i. Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendation to Engineer.
- j. Participate in visits to the project to determine substantial completion and final completion.

**Exhibit B**  
**PRICE SCHEDULE**

For each task in Exhibit A, the work is to be initiated only upon receipt of written Notice to Proceed from the Director or Designee. For the services outlined in Exhibit A, the **PARISH** shall pay the **ENGINEER** as follows:

**Task 1 Topographic Survey**

Survey Phase

**\$11,550.00 (Lump Sum)\***

\*Includes a 10% sub-consultant management fee

**Task 2 Lift Station Rehabilitations**

Preliminary Design Phase

\$20,100.00 (Lump Sum)

Final Design Phase

\$36,180.00 (Lump Sum)

Bidding Phase

\$4,020.00 (Lump Sum)

Construction Phase

\$16,080.00 (Lump Sum)

Record Drawings Phase

\$4,020.00 (Lump Sum)

**Total Basic Services Fee**

**\$80,400.00 (Lump Sum)**

Fees were based on 8.04% of the \$1,000,000.00 construction cost estimate per St. John Parish Council Ordinance 05-16 for Basic Engineering Services

**Resident Project Representative Services Fee**

**\$34,000.00 (Hourly NTE)**

Fee was based on 3.4% of the \$1,000,000.00 construction cost estimate per St. John Parish Council Ordinance 05-16 for Resident Project Representative Service Fees. Work is to be performed on an hourly basis with certified timesheets submitted for review and approval with invoice for payment.

**Total Professional Services Fee from Tasks 1 through 2:**

**\$125,950.00**

Tasks 1 and 2 of this project is funded by a Clean Water State Revolving Loan.

**PAYMENTS**

The **ENGINEER** shall submit all invoices to the **DIRECTOR** on the first of the month for the completed Contracted work from the previous month. The **DIRECTOR** shall then submit the approved invoices to the St. John the Baptist Parish Finance Department for processing. Payment shall be remitted within thirty (30) days from the date of the **DIRECTOR** approval.

**FUNDS**

Tasks 1 and 2 payments to the **ENGINEER** under this **Agreement** shall be from the St. John the Baptist Parish wastewater fund and will be reimbursed by the Louisiana Department of Environmental Quality Clean Water State Revolving Loan when the loan closes.

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**EXHIBIT C**  
**Insurance Requirements**

**ENGINEER** shall obtain, pay for and keep in force, at its own expense, minimum insurance requirements effective in all localities where **ENGINEER** may perform the work hereunder, with such carriers as shall be acceptable to Council:

- A) Statutory Workman's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by **ENGINEER** in connection with this **Agreement**.

The limits for "A" above shall be not less than:

1. Employer's liability limits of \$1,000,000/\$1,000,000/\$1,000,000.
2. Some **Agreements** may require USL&H or maritime coverage. This should be verified with Insurance Department/Legal Department.
3. WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
4. No excluded classes of personnel or employees shall be allowed on Council's premises.

- B) Commercial General Liability, including:

1. Contractual liability assumed by this **Agreement**.
2. **PARISH's** and **ENGINEER's** Protective Liability (if **ENGINEER** is a General **ENGINEER**).
3. Personal and advertising liability.
4. Completed operations.
5. Medical Payments.

The limits for "B" above shall not be less than:

1. \$1,000,000 each occurrence limit.
2. \$2,000,000 general aggregate limits other than products – completed operations.
3. \$1,000,000 personal and advertising injury limit.
4. \$1,000,000 products/completed operations aggregate limit.
5. \$50,000 fire damage limit.
6. \$5,000 medical expense limit (desirable but not mandatory).
7. \$1,000,000 CSL each occurrence WITH NO annual aggregate will be acceptable in lieu of 1+2 above. Must include BFCGL endorsement.
8. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be indicated on certificate.
9. Some **Agreements** may require Protection and Indemnity coverage. This should be verified with Insurance Department /Legal Department.

- C) Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the **ENGINEER**.

The limits for "C" above shall not be less than:

1. \$1,000,000 CSL
2. St. John the Baptist Parish Council will be NAMED as additional insured and WAIVER OF SUBROGATION in favor of St. John the Baptist Parish Council should be included on certificate.

- D) Professional Liability with a minimum limit of \$1,000,000.

All required insurance certificates shall be submitted to the Director of Purchasing & Procurement within ten (10) days of provisional award. Failure to provide the insurance certificates within the time frame specified by the Parish shall be cause for the submittal to be rejected as non-responsive. **ENGINEER** shall maintain insurance in full force and effect during the entire period of performance under this **Agreement**. Failure to do so shall be cause for termination of the **Agreement**. All policies must have a thirty (30) day non-cancellation clause giving the Parish thirty (30) days prior written notice in the event a policy is canceled.

#### LICENSE REQUIREMENTS

When applicable, a current St. John the Baptist Parish Occupational License is to be maintained during the duration of this **Agreement**. Yearly, a copy of such license shall be provided to the Director of Purchasing.

When applicable, a current Louisiana State Engineer's License should be furnished. W-9 Form is to be furnished prior to work being issued.



**ATTACHMENT A**  
**STANDARD HOURLY RATES SCHEDULE**

**A. STANDARD HOURLY RATES**

1. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates will be adjusted annually to reflect equitable changes in the compensation payable to **ENGINEER**.
3. The Standard Hourly Rates apply as specified in Exhibit B: Price Schedule Hourly Not to Exceed Services of the **Agreement**.

**B. SCHEDULE**

Hourly rates for services performed on or after the date of the **Agreement** are:

Category	Billing Rate
Principal -----	\$250.00
Principal/Vice President-----	\$225.00
Sr. Professional/Supervisor Engineer -----	\$195.00
Professional Engineer II -----	\$160.00
Professional Engineer I -----	\$135.00
Engineer Intern (Pre-Professional) -----	\$95.00
Sr. Technician/Designer -----	\$110.00
CAD Technician -----	\$70.00
Construction Manager-----	\$130.00
Sr. Construction Inspector-----	\$110.00
Construction Inspector -----	\$100.00
Administrative/Clerical III-----	\$N/A
Administrative/Clerical II-----	\$N/A
Administrative/Clerical I -----	\$N/A

The above hourly billing rates may be updated no more than once per year from the date of execution of this **Agreement**.

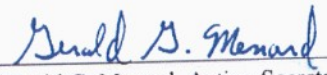
## **CORPORATE RESOLUTION**

BE IT RESOLVED by the Board of Directors of EVANS-GRAVES ENGINEERS, INC. a corporation organized and existing under the laws of the State of Louisiana, and domiciled in the City of Baton Rouge, that Ashlyn A. Graves, President of the Corporation, be, and is hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Corporation for Professional Services for the Cambridge #2, Cambridge #3 and Ned Duhe Lift Station Rehabilitation Project.

## **CERTIFICATE**

I, Gerald G. Menard, Acting Secretary of Evans-Graves Engineers, Inc. do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 16th day of December, 2021; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereto set my hand and the seal of said corporation this 16th day of December, 2021.

  
Gerald G. Menard, Acting Secretary



**ST. JOHN THE BAPTIST PARISH COUNCIL**  
**STATE OF LOUISIANA**

**RESOLUTION**  
**R21-184**

Councilman Madere proposed and Councilman Wright seconded the following resolution:

**THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY RESOLVES:**

**A RESOLUTION AUTHORIZING ST. JOHN THE BAPTIST PARISH ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EVANS-GRAVES ENGINEERS, INC. FOR THE CAMBRIDGE #2, Cambridge #3, and NED DUHE LIFT STATION REHABILITATION PROJECT**

**WHEREAS**, Article IV, Section H (2) and (5) of the St. John the Baptist Parish Home Rule Charter permits the Parish Council to adopt a resolution when authorizing a designated person(s) to execute a previously approved contract on its behalf and/or to perform a ministerial act related to the administrative business of the Parish; and

**WHEREAS**, Evans-Graves Engineers, Inc. of New Orleans, LA has been selected for the Cambridge #2, Cambridge #3 and Ned Duhe Lift Station Rehabilitation Project; and,

**WHEREAS**, the lift stations need to be rehabilitated to continue to provide reliable wastewater collection in their service areas; and,

**WHEREAS**, the estimated cost of the project is \$125,950 and will be funded through the Wastewater Fund and reimbursement from the Louisiana Department of Environmental Quality Clean Water State Revolving Loan.

**NOW, THEREFORE, BE IT RESOLVED**, by the St. John the Baptist Parish Council, that Parish President Jaclyn Hotard is hereby duly authorized and empowered on behalf of the St. John the Baptist Parish Council to execute the Professional Services Agreement between St. John the Baptist Parish and Evans-Graves Engineers, Inc.

This resolution having been submitted to a vote, the vote thereon was as follows:

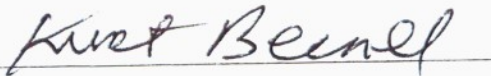
YEAS: Madere, Becnel, Houston, Malik, Arcuri, Wright

NAYS: None

ABSTAIN: None

ABSENT: Duhe-Griffin, Schnyder, Torres

And, the resolution was declared adopted on this, the 28<sup>th</sup> day of December 2021.



Council Chairman



Secretary

Approved: \_\_\_\_\_ X \_\_\_\_\_

Veto: \_\_\_\_\_

Jackie Landeche  
Parish President

\* \* \* \* \*

# C E R T I F I C A T E

I, Jackie Landeche, Secretary of the Council of the Parish of St. John, State of Louisiana, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the St. John Parish Council in regular meeting held on the 28<sup>th</sup> day of December 2021.

Signed at Laplace, Louisiana this 28 day of Dec 2021.



Jackie Landeche  
Jackie Landeche  
Secretary